

HOGAN & HARTSON

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AUG 19 1993 4:22 PM

INTERSTATE COMMERCE COMMISSION

August 6, 1993

17838-F

AUG 19 1993 4:22 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sydney L. Strickland
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20432

17838-F

AUG 19 1993 4:22 PM

INTERSTATE COMMERCE COMMISSION

Attn: Mrs. Mildred Lee

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and two certified photostatic copies of each of the following three documents:

1. Lease Supplement No. 1 (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1993 between the Connecticut National Bank, as "Lessor," and Union Tank Car Company, as "Lessee."
2. Lease Supplement No. 2 (L-3N) (UTC Trust No. 1992-A) dated as of July 2, 1993 between Shawmut Bank Connecticut, National Association (formerly known as The Connecticut National Bank) as "Lessor," and Union Tank Car Company as "Lessee."
3. Indenture Supplement No. 2 (L-3N) (UTC Trust No. 1992-A) dated July 2, 1993 between Shawmut Bank Connecticut, National Association (formerly known as The Connecticut National Bank) as "Owner Trustee," and Nationsbank of South Carolina, National Association as "Indenture Trustee."

AUG 9 4 00 PM '93
MOTOR OPERATING UNIT

Counterpart: J. D. Dickey

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A description of the railroad equipment covered by each of the enclosed three documents is set forth in Schedule 1 to Lease Supplement No. 1 (L-3N) and Schedule A to Lease Supplement No. 2 (L-3N).

These documents are to be filed in recordation No. 17838 as supplements to Equipment Lease Agreement (L-3N).

The names and addresses of the aforementioned parties to the enclosed documents are:

1. Union Tank Car Company
39 South LaSalle Street
Chicago, IL 60603
2. The Connecticut National Bank
777 Main Street
Hartford, CT 06115
3. Shawmut Bank Connecticut,
National Association
(formerly The Connecticut National Bank)
777 Main Street
Hartford, CT 06115
4. NationsBank of South Carolina,
National Association
1901 Main Street
Columbia, SC 29222

Enclosed are three checks in the amount of \$16.00 each payable to the order of the Interstate Commerce Commission, covering the required recordation fee for each document. Kindly return two stamped photostatic copies of each of the two enclosed documents, as well as a stamped photostatic copy of this letter by return messenger.

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Please feel free to contact me with any questions that you may have concerning the above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Halliday".

Jennifer M. Halliday
Legal Assistant

Enclosures

cc: Patrick J. Allen, Esq
Peter F. Rousselot, Esq.

17838-E
AUG 19 1993 4:05 PM

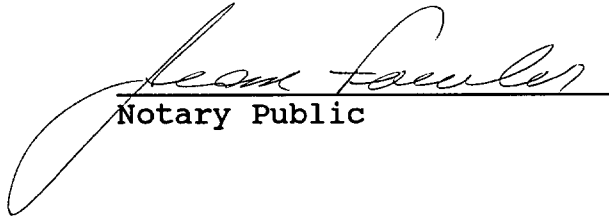
ILLINOIS COMMERCE COMMISSION

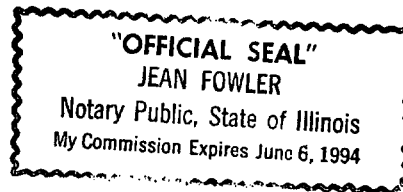
STATE OF ILLINOIS)
COUNTY OF COOK)

CERTIFICATE

The undersigned, Jean Fowler, a Notary Public in and for said County and State, hereby states that she has compared the attached copy of the Lease Supplement No. 2 (L-3N) (UTC Trust No. 1992-A) with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

In Witness Whereof, the undersigned has set her hand and seal this 3rd day of August, 1993.


Notary Public



17838-E
AUG 19 1993 4:00 PM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 2 (L-3N)
(UTC Trust No. 1992-A)

Dated as of July 2, 1993

between

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION
Lessor

and

UNION TANK CAR COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (UTC Trust No. 1992-A), DATED AS OF JUNE 30, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1993, at __:__ [A.M.][P.M.], Recordation Number ____, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1993, at __:__ [A.M.][P.M.]]¹

¹ For conformed copy

LEASE SUPPLEMENT NO. 2 (L-3N)
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 2 (L-3N) (UTC Trust No. 1992-A) dated July 2, 1993 (this "Lease Supplement") between Shawmut Bank Connecticut, National Association (formerly known as The Connecticut National Bank), not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and Union Tank Car Company, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-3N) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, Section 11.2 of the Lease gives Lessee the option, if one or more Units covered by the Lease suffer an Event of Loss, to convey to Lessor one or more Replacement Units to be leased to Lessee under the Lease in lieu of the Unit(s) suffering an Event of Loss; and

WHEREAS, Section 11.4 of the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) suffering an Event of Loss,

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Replacement Unit set forth on Lease Supplement No. 2 (L-3N) Schedule A hereto and, as between the Lessor and the Lessee, such Replacement Unit complies in all material respects with the specifications for such Replacement Unit and is in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Replacement Unit listed on Lease Supplement No. 2 (L-3N) Schedule A hereto.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Replacement Unit set forth on Lease Supplement No. 2 (L-3N) Schedule A hereto as of the date hereof.

4. Units Suffering Event of Loss. Subject to the execution and delivery of Indenture Supplement No. 2 (UTC Trust No. 1992-A) (L-3N) by Owner Trustee and Indenture Trustee releasing the Unit from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit which suffered an Event of Loss and which are set forth on Lease Supplement No. 2 (L-3N) Schedule A hereto as of the date hereof.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Replacement Unit leased hereunder as though such Replacement Unit were the Unit suffering an Event of Loss identified on Lease Supplement No. 2 (L-3N) Schedule A hereto.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION, (formerly
known as The Connecticut National
Bank), not in its individual
capacity, but solely as Owner
Trustee

By: St M. Gil
Name: STEVEN M. CIMALORE
Title: VICE PRESIDENT

LESSEE:

UNION TANK CAR COMPANY

By: SG Dinsmore
Name: Stephen G. Dinsmore
Title: Vice President

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CONNECTICUT

STATE OF _____)
COUNTY OF HARTFORD) SS

On this 28 of July, 1993 before me personally appeared Steven Cimalore, to me personally known, who being by me duly sworn, says that he is the Vice President of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION (formerly known as The Connecticut National Bank), that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan P McNally
Notary Public

[NOTARIAL SEAL]

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMM. EXPIRES MARCH 31, 1995

My commission expires: _____

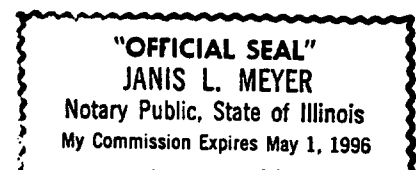
STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 29th day of July, 1993, before me personally appeared Stephen G. Dinsmore, to me personally known, who being by me duly sworn, says that he is the Vice President of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janis L. Meyer
Notary Public

[NOTARIAL SEAL]

My commission expires: May 1, 1996



LEASE SUPPLEMENT NO. 2 (L-3N) SCHEDULE A

Unit(s) Suffering an Event of Loss

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
Feb-Mar 91	10	UTLX	642626	T107	111A100W1	4G 2EC

Replacement Unit(s)

<u>Built Month</u>	<u>Equip. Group No.</u>	<u>Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>	<u>BCV Specs</u>
June 93	5	UTLX	644064	T105	111A100W1	T 4G 2EC